

B 210A (Form 210A) (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. **08-13555**

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

ILLIQUIDX LLP

Name of Transferee

La Distribution Moderne Picarde

Name of Transferor

Name and Address where notices to transferee should be sent:

Celestino Amore
Managing Partner
Illiquidx LLP
80 Fleet Street
London EC4Y 1EL, UK
Phone: +44 207 832 0181
Email: amore@illiquidx.com

Court Claim # (if known): **40672**
Total Amount of Claim Filed:
USD \$ 1,473,033.62
Amount of Claim Transferred:
USD \$ 1,473,033.62
ISIN/CUSIP: XS0291131141

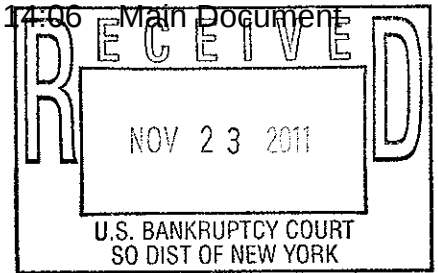
Date Claim Filed: October 16, 2009

Name and Address where transferee payments should be sent (if different from above):

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 
Transferee/Transferee's Agent

Date: November 23rd 2011



Form 210B (12/09)

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

In re **Lehman Brothers Holdings Inc.**

Case No. 08-13555

**NOTICE OF TRANSFER OF CLAIM
OTHER THAN FOR SECURITY**

Claim No. 40672 was filed or deemed filed under 11 U.S.C. § 1111(a) in this case by the alleged transferor. As evidence of the transfer of that claim, the transferee filed a Transfer of Claim Other than for Security in the clerk's office of this court on 23rd of November 2011.

La Distribution Moderne Picarde
Name of Alleged Transferor

ILLIQUIDX LLP
Name of Transferee

Address of Alleged Transferor:

**18 Avenue de l'Opera
Paris 75001
France**

Address of Transferee:

**Illiquidx LLP
80 Fleet Street
London EC4Y 1EL
United Kingdom**

~~DEADLINE TO OBJECT TO TRANSFER~~

The alleged transferor of the claim is hereby notified that objections must be filed with the court within twenty-one (21) days of the mailing of this notice. If no objection is timely received by the court, the transferee will be substituted as the original claimant without further order of the court.

Date: _____

CLERK OF THE COURT

XS0291131141

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM
LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, **La Distribution Moderne Picarde ("Seller")** hereby unconditionally and irrevocably sells, transfers and assigns to **Illiquidx LLP (the "Purchaser")**, and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amount specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's right, title and interest in and to Proof of Claim Number **40672** filed by or on behalf of Seller (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights and benefits of Seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, interest, damages, penalties, fees or other property, which may be paid or distributed with respect to the Purchased Claim or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, (c) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), and (c), the "Transferred Claims"), and (d) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto.

2. Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on <http://www.lehman-docket.com> as of July 17, 2009; (c) Seller owns and has good and marketable title to the Transferred Claims, free and clear of any and all liens, claims, set-off rights, security interests, participations, or encumbrances created or incurred by Seller or against Seller; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) Seller has not engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsecured creditors; and (g) the Transferred Claims and Purchased Security are not subject to or bound by a Plan Support Agreement (as such term is defined in the Second Amended Joint Chapter 11 Plan of Lehman Brothers Holdings Inc. and Its Affiliated Debtors dated as of June 30, 2011).

3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives to the fullest extent permitted by law any notice or right to receive notice of a hearing pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.

GB

4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, which result from Seller's breach of its representations and warranties made herein.

5. Seller shall promptly (but in any event no later than three (3) business days) remit any payments, distributions or proceeds received by Seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security.

6. Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered, all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 21 day of November, 2011.

La Distribution Moderne Picarde

By: 

Name: Christine de Burque

Title: President distribution France

Address:

18 avenue de l'Opera
75001 Paris
FRANCE

Illiquidx LLP

By: 

Name: CESTINO ARCE

Title: MANAGING PARTNER

Address:

80 Fleet Street
London EC4Y 1EL
UNITED KINGDOM

SCHEDULE I

Transferred Claims

Purchased Claim

\$1,473,033.62 (of which \$1,392,237 is principal and \$80,796.62 is interest) of the outstanding amount of the Proof of Claim as of November 2nd, 2011 together with interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security	ISIN/CUSIP	Issuer	Guarantor	Principal/Notional Amount	Coupon	Maturity	Accrued Interest Amount (as of Proof of Claim Filing Date)
Issue of EUR 1,000,000 Index-Linked Redemption Notes due March 2012 relating to a Basket of Indices Guaranteed by Lehman Brothers Holdings Inc. under the U.S.\$60,000,000,000 Euro Medium-Term Note Program	XS0291131141	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	EUR 1,000,000 USD 1,392,237	N/A	16 March 2012	EUR 58,033.67 USD 80,796.62

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United States Bankruptcy Court/Southern District of New York
Lehman Brothers Holdings Claims Processing Center
c/o Epiq Bankruptcy Solutions, LLC
FDR Station, P.O. Box 5076
New York, NY 10150-5076

In Re: Lehman Brothers Holdings Inc., et al. Debtors.	Chapter 11 Case No. 08-13555 (JMP) (Jointly Administered)
Name of Debtor Against Which Claim is Held Lehman Brothers Holding Inc-guarantor	Case No. of Debtor 08-13555

PROOF OF CLAIM

Filed: USBC - Southern District of New York
Lehman Brothers Holdings Inc., Et Al
08-13555 (JMP) 0000040572



NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A request for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503. Additionally, this form should not be used to make a claim for Lehman Programs Securities (See definition on reverse side.)

THIS SPACE IS FOR COURT USE ONLY

Name and address of Creditor: (and name and address where notices should be sent if different from Creditor)

La Distribution Moderne Picarde
18 avenue de l'Opéra
75001 Paris
FRANCE

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim
Number: _____
(If known)

Filed on: _____

Telephone number: 0033155359786 Email Address: dmpfouquet@wanadoo.fr

Name and address where payment should be sent (if different from above)

☐ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

Telephone number: 0033155359786 Email Address: dmpfouquet@wanadoo.fr

1. Amount of Claim as of Date Case Filed: \$ 1,473,033.62

If all or part of your claim is secured, complete Item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete Item 5.

If all or part of your claim qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9), complete Item 6.

☐ Check this box if all or part of your claim is based on a Derivative Contract.*

☒ Check this box if all or part of your claim is based on a Guarantee.*

*IF YOUR CLAIM IS BASED ON AMOUNTS OWED PURSUANT TO EITHER A DERIVATIVE CONTRACT OR A GUARANTEE OF A DEBTOR, YOU MUST ALSO LOG ON TO <http://www.lehman-claims.com> AND FOLLOW THE DIRECTIONS TO COMPLETE THE APPLICABLE QUESTIONNAIRE AND UPLOAD SUPPORTING DOCUMENTATION OR YOUR CLAIM WILL BE DISALLOWED.

☒ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of interest or additional charges. Attach itemized statement of interest or charges to this form or on <http://www.lehman-claims.com> if claim is based on a Derivative Contract or Guarantee.

2. Basis for Claim: Lehman Bros Treasury Co BV 0.000% 20120316 EMTN - Nominal
(See instruction #2 on reverse side.)

3. Last four digits of any number by which creditor identifies debtor:

3a. Debtor may have scheduled account as: CA 23886 / Account 54038
(See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other

Describe: _____

Value of Property: \$ _____ Annual Interest Rate _____ %

Amount of arrearage and other charges as of time case filed included in secured claim, if any:

\$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Amount of Claim that qualifies as an Administrative Expense under 11 U.S.C. § 503(b)(9): \$ _____
(See instruction #6 on reverse side.)

7. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

8. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages and security agreements. Attach redacted copies of documents providing evidence of perfection of a security interest. (See definition of "redacted" on reverse side.) If the documents are voluminous, attach a summary.

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:

18 09 2009

Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.

Specify the priority of the claim:

☐ Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Wages, salaries or commissions (up to \$10,950), earned within 180 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(4).

☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).

☐ Up to \$2,425 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).

☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).

☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(_____).

Amount entitled to priority:

\$ _____

FOR COURT USE ONLY

FILED / RECEIVED

OCT 16 2009

EPIQ BANKRUPTCY SOLUTIONS, LLC

(2)

Exhibit D

Guarantee Questionnaire

Please note that information stated on or uploaded on this website is being submitted as part of the Proof of Claim form. As such, criminal penalties apply for making a false statement. The penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

General:

Name of Creditor: La Distribution Moderne Picarde

Name and address where notices should be sent: 18 avenue de l'Opéra
75001 Paris - France

Creditor contact person and phone number: +33 1 55 35 97 86

Name and address where payment should be sent if different from above:

1. Name of Debtor, or other entity, against which you have a direct claim (the "Obligor"):

2. If such Obligor is in a bankruptcy or insolvency proceeding, administration, receivership, conservatorship, liquidation or similar proceeding (and is not a Debtor in these chapter 11 cases), please provide the proof of claim and any attachments thereto filed against such Obligor or describe the claim against such Obligor if a proof of claim has not yet been filed.

3. List the agreement(s) under which your claim arises against the Obligor and, unless you have uploaded information in compliance with question 4a of the Derivative Questionnaire, provide documentation evidencing your claim and supporting the calculation of the claim amount.*

4. Amount of claim against Obligor: \$ 1,473,033.62.

5. Name of Debtor that guarantees the payment/obligations of the Obligor against which you have a direct claim (the "Guarantor"):

6. Please upload the specific promise, representation and/or agreement(s) (including any corporate resolutions) under which your claim arises against the Guarantor and describe the obligations/performance that is guaranteed. If you do not have possession of such document, please upload a written explanation of such guarantee in reasonable detail. You do not need to comply with this question if you have uploaded information in compliance with question 4a of the Derivative Questionnaire.

7. Amount of claim against the Guarantor: \$ 1,473,033.62

LA DISTRIBUTION MODERNE PICARDE

V 0550 P. 1/11

(3)

La Distribution Moderne Picarde - D.M.P
18, avenue de l'Opéra
75001 PARIS
FRANCE
TEL : 00 33 (0)1 55 35 97 96
Fax : 00 33 (0)1 55 35 97 98

Lehman Brothers International
(Europe) (in administration)
25 Bank Street
LONDON - E14 5LE
United Kindom

Lettre Recommandée A.R
Certified mail

Account ref: R 01923454

4 November 2008

Dear Sir

We received your letters about our valuation with LBIE

Here is our Trade contract with Lehman Brothers

Issuer	Lehman Brothers Treasury
Arranger/Dealer	Lehman Brothers International (Europe)
Trade Id	SW002R :01
Client Account Number	1923454
Legal Name	Distribution Moderne Picarde
Security Id	XS0291131141 (ISIN)
Security Description	LEHMAN BROS TREASURY CO BV 0,000% 20120316 EMTN

Quantity	1 000 000,00 Euros
Issue Price	100%
Trade Type	Nominal
Strike Date	12 March 2007
Issue: Settlement Date	16 March 2007
Final Valuation Date	12 March 2012
Maturity Date	16 March 2012

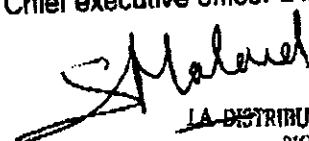
According to our contract, our valuation is one million of Euros: 1 000 000,00 Euros.

We would like to have our money back.

Yours faithfully

Sylvie Malard

Chief executive officer D.M.P



LA DISTRIBUTION MODERNE
PICARDE
Société anonyme

CHAMPETIER DE RIBES SPITZER

(4)

PHILIPPE CHAMPETIER DE RIBES
ANCIEN SECRÉTAIRE DE LA CONFÉRENCE
ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

JEAN-PIERRE SPITZER
DOCTEUR EN SCIENCES ÉCONOMIQUES

ANNE PASCALE VITALE
AVOCAT AUX BARREAUX DE PARIS ET NEW YORK

DAMIEN DELAUNAY
ANNE COURTOT-GUILLOTEAU
ELISABETH DE BOISSIEU
LIONEL JACQUEMINET

Avocats à la Cour
MURIEL DE L'ÉCOTAIS
MAÎTRE DE CONFÉRENCES À LA FACULTÉ D'AMIENS
CONSULTANTE

TÉLÉPHONE (33) 01 53 64 28 28
TÉLÉCOPIE (33) 01 53 64 28 29
COURRIEL es.splavocats@leforge.com
TOQUE P. 218

Paris, le 24 septembre 2009

LA DISTRUBUTION MODERNE PICARDE
Madame Sylvie Malard-Jarlot
18, avenue de l'Opéra
75001 Paris

AFFAIRE: La Distribution Moderne Picarde C/ Lehman Brothers
septembre 2009

facture récapitulative n°07016492

Novembre 2008: Etat des diligences n°07016386 de 1250€ HT	
Après déduction de l'avoir n°07016388 de 475 € HT	775 €
Janvier 2009: Facture n°07016404	707,50 €
Mars 2009: facture d'honoraires n°07016426	250 €
Juillet 2009: facture d'honoraires n°07016483	375 €
TOTAL HT	2 107,50 €
Août 2009: Avoir n° 07016483 (réduction du taux horaire de 250€ à 150€)	-300 €
TOTAL HT	1 807,50 €
TVA 19,6%	354,27 €
TOTAL TTC	2 161,77

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01960 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR78 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99
Service Comptabilité

Payable à réception:

Toutes nos factures sont payables à réception et pour un montant net de tout frais bancaires.
Nous nous permettons de vous rappeler que nos facturations intervenant le mois suivant des diligences accomplies, sont payables à réception. A cet égard nous vous remercions vivement de votre compréhension.

Lévy Anais

CHAMPETIER DE RIBES SPITZER

(5)

PHILIPPE CHAMPETIER DE RIBES
ANCIEN SECRÉTAIRE DE LA CONFÉRENCE
ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

JEAN-PIERRE SPITZER
DOCTEUR EN SCIENCES ÉCONOMIQUES

ANNE PASCALE VITALE
AVOCAT AUX BARREAUX DE PARIS ET NEW YORK

DAMIEN DELAUNAY
ANNE COURTOT-GUILLOTEAU
ELISABETH DE BOISSIEU
LIONEL JACQUEMINET

TÉLÉPHONE (33) 01 53 64 28 28
TÉLÉCOPIE (33) 01 53 64 28 29
COURRIEL cm@champsptz.com
TOQUE P. 218

Paris, le 2 décembre 2008

Madame Sylvie malard

MurIEL de l'écotais

MURIEL DE L'ÉCOTAIS
MAÎTRE DE CONFÉRENCES À LA FACULTÉ D'AMIENS
CONSULTANTE

AFFAIRE: LA DISTRIBUTION MODERNE PICARDE C/ LEHMAN BROTHERS
Novembre: 2008

Etat des diligences n°07016386

1) Temps passé par Me Anne Pascale Vitale	5
taux horaire de base de 450€ - Taux conventionnel:	250 €
Soit:	1250 €
TOTAL HT	1250 €
TVA 19,6%	245 €
TOTAL TTC	1495 €

0,25= 15 minutes
0,50= 30 minutes
0,75= 45 minutes

Ceci n'est pas une facture - Document fourni uniquement à titre informatif

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01960 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR76 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99

Service Comptabilité

Sylvie Anais

CHAMPETIER DE RIBES SPITZER

PHILIPPE CHAMPETIER DE RIBES
ANCIEN SECRÉTAIRE DE LA CONFÉRENCE
ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

JEAN-PIERRE SPITZER
DOCTEUR EN SCIENCES ÉCONOMIQUES

ANNE PASCALE VITALE
AVOCAT AUX BARREAUX DE PARIS ET NEW YORK

DAMIEN DELAUNAY
ANNE COURTOT-GUILLOTEAU
ELISABETH DE BOISSIEU
LIONEL JACQUEMINET

TÉLÉPHONE (33) 01 53 64 28 28
TÉLÉCOPIE (33) 01 53 64 28 29
COURRIEL CS@AVOCATS-VICTORHUGO.COM
TOQUE P. 218

Paris, le 17 décembre 2008

Madame Sylvie malard

Avocat à la Cour

MURIEL DE L'ÉCOTAIS
MAÎTRE DE CONFÉRENCES À LA FACULTÉ D'ANCIENS
CONSULTANTE

AFFAIRE: LA DISTRIBUTION MODERNE PICARDE C/ LEHMAN BROTHERS
Novembre: 2008

Avoir n°07016388 sur la facture d'honoraires n°07016386

1) Temps passé par Me Anne Pascale Vitale

taux horaire de base de 450€ - Taux conventionnel:

250 €

TOTAL HT

475 €

TVA 19,6%

93,1 €

TOTAL TTC

568,1 €

0,25= 15 minutes
0,50= 30 minutes
0,75= 45 minutes

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01960 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR76 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99

Service Comptabilité

Payable à réception:

Toutes nos factures sont payables à réception et pour un montant net de tout frais bancaires.
Nous nous permettons de vous rappeler que nos facturations intervenant le mois suivant des diligences accomplies, sont payables à réception. A cet égard nous vous remercions vivement de votre compréhension.

Sylvie Anais

(7)

CHAMPETIER DE RIBES SPITZER

PHILIPPE CHAMPETIER DE RIBES
ANCIEN SECRÉTAIRE DE LA CONFÉRENCE
ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

JEAN-PIERRE SPITZER
DOCTEUR EN SCIENCES ÉCONOMIQUES

ANNE PASCALE VITALE
AVOCAT AUX BARREAUX DE PARIS ET NEW YORK

DOROTHÉE LABASSE
DAMIEN DELAUNAY
ANNE COURTOT-GUILLOTEAU
ELISABETH DE BOISSIEU
LIONEL JACQUEMINET

TÉLÉPHONE (33) 01 53 64 26 28
TÉLÉCOPIE (33) 01 53 64 26 29
COURRIEL cm@avocats.victorhugo.com
TOQUE P. 218

Paris, le 3 février 2009

LA DISTRIBUTION MODERNE PICARDE
Madame Sylvie Malard-Jarlot
18, avenue de l'Opéra
75001 PARIS

Muriel de l'écotais
MURIEL DE L'ÉCOTAIS
MAÎTRE DE CONFÉRENCES À LA FACULTÉ D'AMIENS
CONSULTANTE

AFFAIRE: LA DISTRIBUTION MODERNE PICARDE C/ LEHMAN BROTHERS
Janvier 2009

Facture d'honoraires n°07016404

1) Temps passé par Me Anne Pascale Vitale	1,75
taux horaire de base de 450€ - Taux conventionnel:	250 €
Soit:	437,5 €
2) Temps passé par Marie Megy	1,5
Collaboratrice de Me Anne Pascale Vitale - Taux convention	180 €
Soit:	270 €
TOTAL HT	707,5 €
TVA 19,6%	138,67 €
TOTAL TTC	846,17 €

0,25= 15 minutes
0,50= 30 minutes
0,75= 45 minutes

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01960 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR76 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99

Service Comptabilité

Payable à réception:

Toutes nos factures sont payables à réception et pour un montant net de tout frais bancaires.
Nous nous permettons de vous rappeler que nos facturations intervenant le mois suivant des diligences accomplies, sont payables à réception. A cet égard nous vous remercions vivement de votre compréhension.

Signature

(8)

CHAMPETIER DE RIBES SPITZER

PHILIPPE CHAMPETIER DE RIBES
ANCIEN SECRÉTAIRE DE LA CONFÉRENCE
ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

JEAN-PIERRE SPITZER
DOCTEUR EN SCIENCES ÉCONOMIQUES

TÉLÉPHONE (33) 01 53 64 28 28
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TOQUE P. 218

ANNE PASCALE VITALE
AVOCAT AUX BARREAUX DE PARIS ET NEW YORK

DOROTHÉE LABASSE
DAMIEN DELAUNAY
ANNE COURTOT-GUILLOTEAU
ELISABETH DE BOISSIEU
LIONEL JACQUEMINET

Paris, le 30 mars 2009

LA DISTRIBUTION MODERNE PICARDE
Madame Sylvie Malard-Jarlot
18, avenue de l'Opéra
75001 PARIS

Avocats à la Cour
MURIEL DE L'ÉCOTAIS
MAÎTRE DE CONFÉRENCES À LA FACULTÉ D'AMIENS
CONSULTANTE

AFFAIRE LA DISTRIBUTION MODERNE PICARDE C/ LEHMAN BROTHERS
MARS 2009

Facture d'honoraires n°07016426

1) Temps passé par Me Anne Pascale Vitale	1
taux horaire de base de 450€ - Taux conventionnel:	250 €
Soit:	250 €
 TOTAL HT	 250 €
TVA 19,6%	49 €
 TOTAL TTC	 299 €

0,25= 15 minutes
0,50= 30 minutes
0,75= 45 minutes

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de Harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01980 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR76 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99

Service Comptabilité

Payable à réception:

Toutes nos factures sont payables à réception et pour un montant net de tout frais bancaires.
Nous nous permettons de vous rappeler que nos facturations intervenant le mois suivant des diligences accomplies, sont payables à réception. A cet égard nous vous remercions vivement de votre compréhension.

MJ

CHAMPETIER DE RIBES SPITZER

9

PHILIPPE CHAMPETIER DE RIBES
ANCIEN SECRÉTAIRE DE LA CONFÉRENCE
ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

JEAN-PIERRE SPITZER
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TOQUE P. 218

Paris, le 28 août 009

LA DISTRUBUTION MODERNE PICARDE
Madame Sylvie Malard-Jarlot
18, avenue de l'Opéra
75001 Paris

AFFAIRE: La Distribution Moderne Picarde C/ Lehman Brothers
juillet 2009

Facture d'honoraires n°07016483

1) Temps passé par Me Anne Pascale Vitale	0,5
taux horaire de base de 450€ - Taux conventionnel:	150 €
Soit:	75 €
2) Temps passé par Me Ana Maria Perez Gomez	2
Collaboratrice d'Anne P. Vitale - Taux conventionnel:	150 €
Soit:	300 €
TOTAL HT	375 €
TVA 19,6%	73,5 €
TOTAL TTC	448,5 €

0,25= 15 minutes
0,50= 30 minutes
0,75= 45 minutes

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01960 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR76 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99

Payable à réception:

Service Comptabilité

Toutes nos factures sont payables à réception et pour un montant net de tout frais bancaires.
Nous nous permettons de vous rappeler que nos facturations intervenant le mois suivant des diligences accomplies, sont payables à réception. A cet égard nous vous remercions vivement de votre compréhension.

Lévy Anais

10

CHAMPETIER DE RIBES SPITZER

PHILIPPE CHAMPETIER DE RIBES
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TOQUE P. 218

Paris, le 28 août 009

LA DISTRUBUTION MODERNE PICARDE
Madame Sylvie Malard-Jarlot
18, avenue de l'Opéra
75001 Paris

AFFAIRE: La Distribution Moderne Picarde C/ Lehman Brothers
Août **2009**

Avoir n°07016483

Réduction du Taux horaire sur les factures concernant les mois de janvier et de février 2009.

Taux conventionnel de 250€ à 150€:

1) Temps passé par Me Anne Pascale Vitale	2 €
Taux horaire de:	150 €
Soit:	300 €

TOTAL HT	300 €
TVA 19,6%	58,8 €
TOTAL TTC	358,8 €

0,25= 15 minutes
0,50= 30 minutes
0,75= 45 minutes

En votre aimable règlement en un virement bancaire au compte de BNP PARIBAS DAUPHINE:
20, rue de harlay 75001 PARIS ou en chèque directement libellé à l'ordre de "SELARL APV"
RIB: 30004 01960 00010211510 55 - TVA payée sur encaissement
n° Intracommunautaire FR76 3000 4019 6000 0102 1151 055 - N° TVA FR 034 937 266 99
Service Comptabilité

Levy Anais

CHAMPETIER DE RIBES SPITZER

PHILIPPE CHAMPETIER DE RIBES
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ANCIEN MEMBRE DU CONSEIL DE L'ORDRE

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COURRIEL cs@avocats-victorhugo.com
TOQUE P. 218

October 15, 2009

Lehman Brothers Holdings
Claims Processing
c/o Epiq Bankruptcy Solutions, LLC
757 Third Avenue, 3rd Floor

FDR Station, P.O. 5286
New York, New York 10150 – 5076

USA
Tel : 1 866 879 06 88
1 503 597 76 91

By express Mail

Re. Lehman Brothers Holdings Inc. bankruptcy –
Lehman Brothers Holdings Inc – GUARANTOR
Case N° of Debtor 08- 13 555

Addendum to La Distribution Moderne Picarde's Proof of Claim
dated and sent to you on Sept, 18, 2009

RE *Paris* PARIS - CA 23 886 / Account: 54038

Dear Sirs,

I, Anne Pascale Vitale, I'm a partner with the legal firm Champetier de Ribes Spitzer in Paris, France, and I'm representing La Distribution Moderne Picarde (incorporated 18 Avenue de l'Opéra, 75001 Paris, France, represented by its CEO, Mrs Sylvie Malard, 011 33 1 55 35 97 96).

La Distribution Moderne Picarde, in accordance with the rules of the proceedings of the Case above in reference, has duly sent to you by express mail on September 18, 2009, the Proof of Claim attached in copy together with the documents also attached again in copy, for your convenience (Exhibits 1 to 10).

As an addendum, we are on behalf of our client La Distribution Moderne Picarde, sending in attachment to the present letter the following documents:

- Exhibit 11: Proof of Claim filed with the receiver of Lehman Brothers in The Netherlands

mf



La Distribution Moderne Picarde – D.M.P
18, avenue de l'Opéra
75001 Paris
France
Tel : 00 33 (0)1 55 35 97 96
Fax : 00 33 (0)1 55 35 97 98
E-mail : sylviemj@gmail.com

Paris, April 8, 2009

REFERENCE : Creditor Distribution Moderne Picarde C/ Lehman Brothers
info.lbtreasurybv@houthoff.com

Dear Sir,

We hold some notes issued by Lehman Brothers Treasury.
We inform you about, and we want to be registered into the Lehman Brothers Treasury
bankruptcy proceedings:

Issuer:	Lehman Brothers Treasury
Dealer:	Lehman Brothers International (Europe)
Trade Id:	SW00ZR:01
Client Account Number:	1923454
Legal Name:	Distribution Moderne Picarde
E-mail:	
Security Id:	XS0291131141 (ISIN)
Security Description:	Lehman Bros Treasury CO BV 0,000% 20120316 EMTN
Quantity:	1.000.000 €
Issue Price:	100%
Trade type:	Nominal
Strike Date:	12 March 2007
Issue: Settlement Date:	16 March 2007
Final Valuation Date:	12 March 2012
Maturity Date:	16 March 2012

We thank you to acknowledge receipt of the present statement of claim.

Yours faithfully,

La Distribution Moderne Picarde

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LEHMAN BROTHERS TREASURY CO BV
DEBT POSITION AS AT 15 SEPTEMBER 2008
DEBT POSITION MOVEMENT SCHEDULE (UNAUDITED)

In December 2008, the Bankruptcy Trustee disclosed the unaudited debt position of Lehman Brothers Treasury Co. B.V. ("LBT") as at 31 August 2008 (see Annex 1 to the first public report dated 22 December 2008). The debt relating to the notes issued by LBT at 31 August 2008 was supported by a list containing information on the respective ISIN-codes relating to these notes.

LBT was operational and issued notes until Monday 15 September 2008, the date on which Lehman Brothers Holdings Inc. ("LBHI") filed a Chapter 11 petition. From this day, LBT did not issue, redeem or repurchase notes. As a consequence, the nominal value of outstanding notes has not changed since the end of the last trading day before 15 September 2008, being (Friday) 12 September 2008.

In January 2009, the Bankruptcy Trustee was provided with an unaudited interim balance sheet of LBT as at 12 September 2008 (the "Global Close Balance Sheet"), end of the trading day. The Global Close Balance Sheet has been drawn up as part of the 'global close' process, also described in the first and second public report of LBT. The Bankruptcy Trustee was not involved in preparing this global close process or - in that respect - the Global Close Balance Sheet.

The Bankruptcy Trustee has reconciled the Dutch GAAP (USD) value of the outstanding notes as at 31 August 2008 with the Dutch GAAP (USD) value of these notes as at 15 September 2008 (as included in the Global Close Balance Sheet). In this reconciliation, changes in exchange rates, new note issuances and matured or redeemed notes between 31 August and 15 September 2008 have been taken into account. Furthermore, based on additional information provided by (representatives of) Lehman Brothers group entities, clearing agencies and creditors (noteholders), the Bankruptcy Trustee has made an effort to further improve the quality of the list of ISIN-codes relating to the notes outstanding as at 12 September 2008.

In order to calculate the outstanding nominal value of the notes as at 15 September 2008 (i.e. 12 September 2008, end of the trading day), discounts and amortisation of discounts have been eliminated.

The above-mentioned reconciliation is summarized in the movement schedule below.

Outstanding Dutch GAAP value as at 31 August 2008 in USD (www.lehmanbrotherstresury.com)	In USD		In numbers	
Notes outstanding as at 31 August 2008 that matured before or at 15 September 2008		\$34.782.418.198		3.821
Movement in exchange rates between 31 August 2008 and 15 September 2008	-\$90.245.206		-35	
Movement in discounts and amortisation thereof	-\$1.235.223.040		0	
Notes early redeemed or repurchased between 31 August 2008 and 15 September 2008	\$5.927.839		0	
Notes issued between 31 August 2008 and 15 September 2008	-\$204.364.288		-10	
Removal of double counted subledger data received from LBIE; no impact on nominal value of note	\$49.393.563		22	
	\$0 +		-9 +	
Outstanding Dutch GAAP value as at 15 September 2008 in USD (as determined by the bankruptcy trustee)		-\$1.474.511.138 +		-32 +
		\$33.307.907.060		3.789
Elimination of amortised discounts				
Outstanding nominal value as at 15 September 2008 in USD (www.lehmanbrotherstresury.com)		\$410.877.882 +		-1 +
		\$33.718.784.942		3.788

LEHMAN BROTHERS TREASURY CO BV
DEBT POSITION AS AT 15 SEPTEMBER 2008
DEBT PER ISIN-CODE AND SERIES NUMBER (UNAUDITED)

The list on the following pages includes all LBT notes outstanding as at 15 September 2008 (i.e. 12 September 2008, end of the trading day). From 15 September 2008, the number of notes and the nominal amount of these notes have not changed.

The amounts included in the list on the following pages reflect the nominal values of notes as at 15 September 2008 and 8 October 2008 respectively. The nominal value at 15 September 2008 is presented in USD and is calculated using the foreign exchange rates used by Lehman Brothers at 12 September 2008. The nominal value at 8 October 2008 is presented in EUR and is calculated using the foreign exchange rates at 7 October 2008, end of the trading day, as determined by the Dutch central bank (De Nederlandsche Bank, "DNB"). Since DNB does not determine a rate for the Israeli Shekel (ILS), the Bankruptcy Trustee has used the daily Bloomberg ILS-EUR exchange rate on 7 October 2008 to calculate the nominal EUR value of ILS notes at 8 October 2008.

The Bankruptcy Trustee has applied the following exchange rates:

	To USD	To EUR	
	12 September 2008	7 October 2008	
AUSTRALIAN DOLLAR	0.793941280	0.532339633	AUD
CANADIAN DOLLAR	0.927729850	0.667066907	CAD
SWISS FRANC	0.876790740	0.644080897	CHF
CZECH KORUNA	0.056528670	0.040849673	CZK
DANISH KRONER	0.186727690	0.134006942	DKK
EURO CURRENCY	1.392237000	1.000000000	EUR
POUNDS STERLING	1.750600000	1.286587327	GBP
HONG KONG DOLLAR	0.128240640	0.094454572	HKD
HUNGARIAN FORINT	0.005777570	0.004013969	HUF
ISRAELI SHEKEL	0.275255970	0.210167338	ILS
ICELAND KRONUR	0.010923590	0.007341605	ISK
JAPAN YEN	0.009388350	0.007167945	JPY
MEXICAN NUEVO PESO	0.093990260	0.061696404	MXN
NORWAY KRONE	0.171191930	0.119317504	NOK
NEW ZEALAND DOLLAR	0.647447410	0.466483183	NZD
POLISH ZLOTY (NEW)	0.408851640	0.281290417	PLN
RUSSIAN RUBLE	0.038740550	0.028085943	RUB
SWEDISH KRONA	0.145939680	0.103534674	SEK
SINGAPORE DOLLAR	0.691554320	0.501303389	SGD
SLOVAK KORUNA	0.046000450	0.032900148	SKK
U.S. DOLLAR	1.000000000	0.733568075	USD
SOUTH AFRICA RAND	0.120791020	0.083303483	ZAR

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Series number	ISIN	Short description	Maturity date	Currency	18 September 2008 outstanding nominal value in original currency	18 September 2008 outstanding nominal value in USD	9 October 2008 outstanding nominal value in EUR
MTN06467	XS0290251007	5YR AUTOREDEEMABLE ELN ON EUROSTOXX 50	13-Mar-2012	EUR	11,510,000	\$18,024,648	€ 11,510,000
MTN06387	XS0290294742	CPN LONG SHORT CDX NOTE	27-Mar-2014	EUR	3,346,300	\$4,658,843	€ 3,346,300
MTN06455	XS0290363487	2YR JAPAN BASKET DAILY ACC CALLABLE ELN	13-Mar-2009	JPY	520,000,000	\$4,881,942	€ 3,727,331
MTN06465	XS0290388243	NIKKEI LINKED AUD NOTE	20-Mar-2014	AUD	1,700,000	\$1,349,700	€ 904,977
MTN06477	XS0290440887	AUTOCALL MEMORY CPN NOTE LINK TO BASKET OF SHARES	14-Mar-2010	USD	2,000,000	\$2,000,000	€ 1,487,136
MTN06473	XS0290555480	ISHIKAWAJIMA HARIMA HVY IND STOCK	15-Mar-2010	JPY	90,000,000	\$844,951	€ 645,115
MTN06474	XS0290556454	ELN EXCHANGEABLE INTO DAIWA SECURITIES GROUP	22-Sep-2008	JPY	210,000,000	\$1,971,553	€ 1,505,268
MTN06484	XS0290557692	2 YR US BASKET DLY ACC CALL ELN	16-Mar-2009	USD	3,000,000	\$3,000,000	€ 2,200,704
MTN06472	XS0290563740	ELN EXCHBLE INTO KANSAI ELECTRIC POWER INC STOCK	21-Mar-2012	JPY	50,000,000	\$469,417	€ 358,397
MTN06499	XS0290588572	EUR 100% CAP PROTECTED NOTE ON THE S AND P 500	2-Apr-2010	EUR	4,000,000	\$5,568,948	€ 4,000,000
MTN06494	XS0290596181	REVERSE CONVERTIBLE NOTE	15-Sep-2008	EUR	5,052,000	\$7,033,581	€ 5,052,000
MTN06500	XS0290654978	8YR AUTOREDEEMABLE ELN ON WORLD INDEX BASKET	16-Mar-2015	EUR	14,850,000	\$20,674,719	€ 14,850,000
MTN06490	XS0290664925	2 YR EU BASKET DAILY ACC CALL ELN	16-Mar-2009	USD	2,350,000	\$2,350,000	€ 1,723,885
MTN06507	XS0290716595	AUD CALLABLE & KNOCK OUT POWER REVERSE DUAL CUR NO	27-Mar-2037	JPY	150,000,000	\$1,408,232	€ 1,075,192
MTN06502	XS0290717486	AUD CALLABLE & KNOCK OUT POWER REVERSE DUAL CUR NO	13-Mar-2037	JPY	200,000,000	\$1,877,670	€ 1,433,589
MTN06510	XS0290768269	ELN EXCH INTO EBARA CORP STOCK	16-Mar-2012	JPY	188,100,000	\$1,765,948	€ 1,348,290
MTN06506	XS0290770378	ELN EXCHBLE INTO AEON CREDIT SERVICE CO LTD STOCK	24-Sep-2008	JPY	60,000,000	\$563,864	€ 430,507
MTN06508	XS0290772077	NIKKEI LINKED AUD NOTE	20-Mar-2014	AUD	1,100,000	\$873,335	€ 585,574
MTN06521	XS0290836858	BULL BEAR NOTE	16-Sep-2010	EUR	750,000	\$1,044,178	€ 750,000
MTN06532	XS0290837383	3 YEAR CAPITAL PROTECTED NOTE	21-Mar-2010	CHF	3,500,000	\$3,068,768	€ 2,254,283
MTN06525	XS0290975340	NIKKEI LINKED AUD NOTE	20-Mar-2014	AUD	2,450,000	\$1,945,156	€ 1,304,232
MTN06524	XS0290978157	ELN EXCHBLE INTO ISHIKAWAJIMA STOCK	24-Sep-2008	JPY	100,788,000	\$946,233	€ 722,443
MTN06518	XS0290977049	ELN EXCHANGEABLE INTO JFE HOLDINGS INC STOCK	19-Mar-2012	JPY	50,260,000	\$471,858	€ 360,291
MTN06516	XS0290980340	ELN EXCH INTO SHINKO SECURITIES CO LTD STOCK	16-Mar-2012	JPY	100,160,000	\$940,337	€ 717,941
MTN06516	XS0290988206	TORAY INDUSTRIES STOCK	21-Mar-2012	AUD	1,400,000	\$1,111,518	€ 745,275
MTN06501	XS0290989309	ELN EXCH INTO SOFTBANK CORP STOCK	15-Mar-2010	JPY	125,000,000	\$1,173,544	€ 895,993
MTN06534	XS0290989994	PRINCIPAL PROTECTED NIKKEI LINKED 10YR NOTE	20-Mar-2017	JPY	500,000,000	\$4,694,175	€ 3,583,972
MTN06526	XS0290993590	NIKKEI LINKED USD NOTE	20-Mar-2014	USD	1,500,000	\$1,500,000	€ 1,100,352
MTN06541	XS0291131141	ALPHA PROTECTOR S03E VS SX5E	16-Mar-2012	EUR	1,000,000	\$1,392,237	€ 1,000,000
MTN06535	XS0291145364	CLN- RITEK CORP	19-Mar-2010	USD	3,000,000	\$3,000,000	€ 2,200,704
MTN06537	XS0291152576	8 YEAR AUTOCALLABLE NOTE ON HSBC	19-Mar-2015	EUR	1,000,000	\$1,392,237	€ 1,000,000
MTN06540	XS0291251808	2YR JAPAN BASKET DAILY ACC CALLABLE ELN	23-Mar-2009	JPY	140,000,000	\$1,314,369	€ 1,003,512
MTN06554	XS0291347234	5YR AUTOREDEEMABLE ELN TO BANCO SANTANDER	20-Mar-2012	EUR	3,200,000	\$4,455,158	€ 3,200,000
MTN06576	XS0291398959	CLIQUE NOTE ON DJ EUROSTOXX 50 INDEX	19-Mar-2008	EUR	3,000,000	\$4,176,711	€ 3,000,000
MTN06566	XS0291463221	ELN EXCH INTO CHUBU ELECTRIC POWER CO INC	16-Sep-2008	JPY	100,000,000	\$938,835	€ 716,794
MTN06567	XS0291463734	ELN EXCHANGEABLE INTO ISHIKAWAJIMA HARIMA HVY IND	23-Mar-2010	JPY	80,000,000	\$751,068	€ 573,438
MTN06570	XS0291484385	ELN WORST OF MITSUBISHI RAYON, MATERIAL AND ESTATE	23-Mar-2010	JPY	100,000,000	\$938,835	€ 716,794
MTN06594	XS0291646577	TWIN WIN NOTES ON S&P 500 INDEX IN EUR	19-Mar-2013	EUR	14,999,993	\$20,883,546	€ 14,999,993
MTN06584	XS0291655057	ELN EXCHANGEABLE INTO NAKAYAMA STEEL WORKS LTD	3-Apr-2012	JPY	100,986,000	\$942,459	€ 719,561
MTN06588	XS0291656022	ELN EXCHANGEABLE INTO FURUKAWA ELECTRIC CO LTD	25-Mar-2010	JPY	90,000,000	\$844,951	€ 645,115
MTN06588	XS0291657004	ELN WORST OF SUMITOMO METAL MINING CO LTD	24-Sep-2008	JPY	50,000,000	\$469,417	€ 358,397
MTN06593	XS0291659471	ELN EXCHBLE INTO DAIWA SECURITIES GROUP INC STOCK	22-Mar-2012	JPY	81,780,000	\$767,591	€ 586,051
MTN06577	XS0291660644	ELN EXCH INTO ELPIDA MEMORY INC STOCK	15-Mar-2010	JPY	100,320,000	\$941,839	€ 719,088
MTN06580	XS0291662343	ELN EXCHBLE INTO NEC CORP STOCK	21-Mar-2012	JPY	112,013,000	\$1,051,617	€ 802,903
MTN06609	XS0291869955	JPY/USD FX TR-ARNS NOTE	27-Mar-2037	JPY	240,000,000	\$2,253,204	€ 1,720,307
MTN06600	XS0291873122	JPY/USD FX TARNs NOTE	23-Mar-2037	JPY	50,000,000	\$469,417	€ 358,397
MTN06602	XS0291905858	ELN EXCHANGEABLE INTO NGK SPARK PLUG	24-Sep-2008	JPY	50,000,000	\$469,417	€ 358,397
MTN06620	XS0291974664	GSCI AGRICULTURE TOTAL RETURN TRACKER NOTE	23-Mar-2009	USD	2,300,000	\$2,300,000	€ 1,887,207
MTN06645	XS0292153672	100% CAP PROT NOTE LINK TO BASKET OF STOCKS	12-Apr-2012	USD	6,380,000	\$6,380,000	€ 4,680,164
MTN06629	XS0292198420	2YR EU BASKET DAILY ACCRUAL CALLABLE ELN	23-Mar-2009	EUR	1,500,000	\$2,088,356	€ 1,500,000
MTN06640	XS0292217311	ELN EXCHANGEABLE INTO KAWASAKI HEAVY INDUSTRIES	6-Apr-2010	JPY	100,000,000	\$938,835	€ 716,794
MTN06634	XS0292220455	ELN EXCHANGEABLE INTO KAWASAKI HEAVY INDUSTRIES	24-Sep-2008	JPY	50,000,000	\$469,417	€ 358,397
MTN06618	XS0292221008	CALL NOTE ON NIKKEI 225	25-Mar-2027	JPY	400,000,000	\$3,755,340	€ 2,867,178
MTN06623	XS0292221776	NIKKEI LINK JPY NOTE	5-Apr-2014	JPY	120,000,000	\$1,126,602	€ 880,153
MTN06670	XS0292248977	5 YR BASKET NOTE LINKED TO BASKET OF INDIAN SHARES	8-May-2012	USD	10,434,000	\$10,434,000	€ 7,654,049
MTN06655	XS0292305280	AUD CALLABLE & KNOCK OUT POWER REVERSE DUAL CN	30-Mar-2037	JPY	100,000,000	\$938,835	€ 716,794
MTN06653	XS0292336673	LB 4YRS USD INCOME DRIVER NOTES	16-Mar-2012	USD	5,157,000	\$5,157,000	€ 3,783,011
MTN06654	XS0292337309	2 YR GLOBAL BANK BASKET DAILY ACC CALLABLE ELN	26-Mar-2009	USD	1,700,000	\$1,700,000	€ 1,247,066
MTN06671	XS0292459327	LBGS	26-Mar-2010	USD	1,405,000	\$1,405,000	€ 1,030,663
MTN06646	XS0292467189	ELN EXCH INTO MITSUI MINING & SMELTING CO	19-Mar-2012	JPY	51,975,000	\$487,959	€ 372,554
MTN06682	XS0292471454	ELN EXCHANGEABLE INTO SUMITOMO MITSUI FINANCIAL	9-Apr-2010	JPY	51,060,000	\$479,369	€ 365,995
MTN06647	XS0292502514	REPUBLIC OF PHILIPPINES	20-Mar-2017	USD	5,000,000	\$5,000,000	€ 3,667,840
MTN06672	XS0292505459	CAPITAL PROTECTED NOTE	27-Mar-2011	EUR	200,000	\$278,447	€ 200,000
MTN06675	XS0292528311	6 YR NON CAPITAL PROTECTED LEHMAN BROS AREVO NOTE	30-Mar-2013	EUR	5,000,000	\$6,961,185	€ 5,000,000
MTN06676	XS0292529129	3Y CHF CAPITAL PROT NOTE LINK TO THE LEHMAN AREVO	30-Mar-2010	CHF	24,000,000	\$21,042,978	€ 15,457,942
MTN06665	XS0292540019	JPY/USD FX TARNs NOTE	27-Mar-2037	JPY	100,000,000	\$938,835	€ 716,794
MTN06674	XS0292542494	AREVO STRATEGY NOTE	30-Mar-2013	CHF	60,000,000	\$52,607,444	€ 38,844,854
MTN06688	XS0292822771	ASIAN FX BASKET QUANTO NOTE	11-Jun-2010	SEK	242,560,000	\$35,398,886	€ 25,113,370
MTN06683	XS0292985644	ELN EXCHANGEABLE INTO DAIWA SECURITIES GROUP INC	11-Apr-2012	JPY	50,645,000	\$475,473	€ 363,021
MTN06701	XS0293062146	5 YR AUTOREDEEMABLE ELN ON REPSOL SANTANDER	5-Apr-2012	EUR	2,000,000	\$2,784,474	€ 2,000,000
MTN06711	XS0293138813	AUD DENOMINATED FX BEST OF BASKET DIGITAL NOTE	30-Sep-2009	EUR	800,000	\$1,113,790	€ 800,000
MTN06710	XS0293140553	EUR/JPY CALLABLE PRDC NOTE	5-Apr-2037	JPY	100,000,000	\$938,835	€ 716,794
MTN06719	XS0293166517	3Y PARTIALLY CAPITAL PROTECTED NOTE LINKED	30-Mar-2010	EUR	3,000,000	\$4,176,711	€ 3,000,000
MTN06714	XS0293179338	15NCM LIBOR INVERSE FLOATER NOTE	24-Apr-2022	USD	3,000,000	\$3,000,000	€ 2,200,704
MTN06713	XS0293180344	15NCM CALLABLE INVERSE FLOATER SWAP	15-May-2022	USD	3,000,000	\$3,000,000	€ 2,200,704
MTN06718	XS0293363858	JPY USD KNOCK OUT DIGITAL NOTE	17-Apr-2037	JPY	130,000,000	\$1,220,485	€ 931,833
MTN06732	XS0293572425	LEVERAGED NOTES LINKED TO BASKET OF HEDGE FUNDS	23-Mar-2012	EUR	5,000,000	\$6,961,185	€ 5,000,000
MTN06733	XS0293628748	7 YR AUTOREDEEMABLE ELN TO BBVA AND SAN	2-Apr-2014	EUR	27,390,000	\$38,133,371	€ 27,390,000
MTN06746	XS0293664481	CLN LINK TO JSC KAZKOMMERTSBANK	30-Mar-2009	USD	5,000,000	\$5,000,000	€ 3,667,840
MTN06747	XS0293877281	CPN ON EUROSTOXX 50 INDEX	21-Jun-2011	EUR	25,000,000	\$34,805,925	€ 25,000,000

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LEHMAN BROTHERS

Principal Trade Contract Note

13 March 2007

Paris Branch Address:
21 Rue Balzac
75008 Paris Cedex 08
France

Tel: +331 5389 3109
Fax: +331 5389 3139

Head Office Address:
25 Bank Street
London E14 5LB
United Kingdom

Tel: +44 (0) 20 7102 2452
Fax: +44 (0) 20 7102 3101

We, Lehman Brothers International (Europe), have pleasure in confirming our sale to you.

Trade Id	SW00ZR:01
Client Account Number	1923454
Legal Name	DISTRIBUTION MODERNE PICAR
Security Id	XSO291131141 (ISIN)
Security Description	LEHMAN BROS TREASURY CO BV 0.000% 20120316 BMTN
Quantity	1,000,000.00
Price/Yield	100.00
Trade Date	5 March 2007
Value Date	16 March 2007
Principal	1,000,000.00
No of Days	
Net Amount	1,000,000.00
Settlement Currency	EUR
Your settlement instructions:	CEDIL A/C 54038 (97639)
Our settlement instructions:	EUROCLER A/C 92904

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Please advise us of any disagreement with the details on this confirmation within 24 hours. The time of transaction, if not noted above, as well as additional information, is available on request. The details of any charges shared with another person or any remuneration being passed to third parties for introducing business will be made available on request. Please quote the above reference number on all communications. Please contact trade support at the above number. This contract note shall supersede any prior communication regarding the transaction confirmed hereby.

Lehman Brothers International (Europe) is regulated by the Financial Services Authority.


Lehman Brothers International (Europe), Paris branch, is also regulated by the CRR and the AMF.

Lehman Brothers International (Europe) is an unlimited liability company with its head office at 25 Bank Street, London, England and is registered with Companies House under number 2538254 and the Register de Commerce et des Sociétés of Paris under number 439 871 434.

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Alpha Protector SD3E vs SX5E

5-Year Capital Guaranteed Notes linked to the DJ EuroStoxx Select Dividend 30 and the DJ EuroStoxx 50 Indices

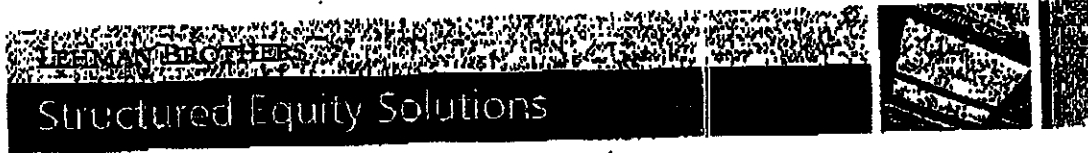
Terms and Conditions as of 5 March 2007

Issuer	Lehman Brothers Treasury Co. S.V. ←
Arranger/Dealer	Lehman Brothers International (Europe) ←
Issue Type	Equity-Linked Euro Medium Term Note
Trade Type	Nominal
Trade Date	5 March 2007
Notional Amount	EUR 1,000,000
Specified Denomination (SD)	EUR 50,000
Issue Price	100.0% of SD
Strike Date	12 March 2007
Issue / Settlement Date	16 March 2007
Final Valuation Date	12 March 2012, or if such date is not a Scheduled Trading Day, the next following Scheduled Trading Day
Maturity Date	16 March 2012, subject to adjustment in accordance with the Modified Following Business Day Convention
Settlement Currency	Euro ("EUR")
Underlying	<ul style="list-style-type: none"> • Dow Jones Euro STOXX Select Dividend 30 • Dow Jones Euro STOXX 50 (each, an "Index"), as detailed in Annex 1
Redemption Amount	The Issuer shall pay to the holder of the Notes an amount per Note in EUR on the Maturity Date determined by the Calculation Agent in

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accordance with the following :

$$SD \times \left[100\% + PF \times M_{acc} \left(\frac{SD3E_{Final}}{SD3E_{Initial}} - \frac{SX5E_{Final}}{SX5E_{Initial}} \right) \right]$$

Where:

$$SD3E_{Final} = \frac{1}{12} \sum_{i=1}^{12} SD3E_i$$

$$SX5E_{Final} = \frac{1}{12} \sum_{i=1}^{12} SX5E_i$$

SD3E_i means the level of the Dow Jones Euro STOXX Select Dividend 30 at the Valuation Time on the Observation Date i as determined by the calculation agent

SD3E_{Initial} means the level of the Dow Jones Euro STOXX Select Dividend 30 at the Valuation Time on the Strike Date, as determined by the Calculation Agent (and as set out in Annex 1)

SX5E_i means the level of the Dow Jones Euro STOXX 50 at the Valuation Time on the Observation Date i as determined by the calculation agent

SX5E_{Initial} means the level of the Dow Jones Euro STOXX 50 at the Valuation Time on the Strike Date, as determined by the Calculation Agent (and as set out in Annex 1)

Participation Factor (PF)

140.0%

Observation Dates t

t	Observation Date t
1	12 April 2011
2	12 May 2011
3	12 June 2011
4	12 July 2011
5	12 August 2011
6	12 September 2011
7	12 October 2011
8	12 November 2011

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	9	12 December 2011
	10	12 January 2012
	11	12 February 2012
	12	12 March 2012

Exchange	In respect of each component security of each Index (each, a "Component Security"), the principal stock exchange on which such Component Security is principally traded, as determined by the Calculation Agent.
Related Exchange	As set out in Annex 1 for each Index
Index Sponsor	As set out in Annex 1 for each Index
Valuation Time	Means: (i) for the purposes of determining whether a Market Disruption Event has occurred: (a) in respect of any Component Security, the Scheduled Closing Time on the Exchange in respect of such Component Security, and (b) in respect of any options contracts or future contracts on the Index, the close of trading on the Related Exchange; and (ii) in all other circumstances, the time at which the official closing level of the Index is calculated and published by the Index Sponsor
Scheduled Closing Time	In respect of an Exchange or Related Exchange and a Scheduled Trading Day, the scheduled weekday closing time of such Exchange and Related Exchange on such Scheduled Trading Day without regard to after hours or any other trading outside of the regular trading session hours
Scheduled Trading Day	Any day on which: (i) the Index Sponsor is scheduled to publish the level of the Index; and (ii) the Related Exchange is scheduled to be open for trading for its regular trading session
Minimum Purchase	20 Note
Minimum Trading Size	5 Note
Calculation Agent	Lehman Brothers International (Europe)
Market Disruption and Extraordinary Events	Detailed provisions specifying the adjustments to be made to the terms and conditions of the Notes upon the occurrence of a market disruption event, an index adjustment event and/or such other similar adjustment or extraordinary event shall be contained in the Documentation. All purchases of Notes are deemed to be subject to the terms thereof.
Clearing	Euroclear, Clearstream
Listing	None
Selling Restrictions	Lehman Brothers International (Europe) vous informe: * que l'opération ne donne pas lieu à un prospectus ou une documentation financière soumis au visa de l'Autorité des Marchés Financiers; * que vous ne pouvez participer à cette opération que pour compte propre dans les conditions fixées dans les Articles D 411-1, D 411-2, D 734-1, D 754-1 et D 764-1 du Code Monétaire et Financier

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* que la diffusion, directe ou indirecte, dans le public des Instruments financiers ainsi acquis, ne peut être réalisée que dans les conditions prévues aux articles L.411-1, L.411-2, L.412-1 et L.621-8 & L.821-8-3 du Code Monétaire et Financier.

As per the Documentation.

European Prospectus Directive Selling Restriction: The Notes described in this term sheet have not been approved by any competent authority for the purposes of making a non-exempt public offer in any EEA member state which has implemented Directive 2003/71/EC (the "Prospectus Directive") and as such, until such time as a prospectus has been published, must only be offered within such states in circumstances which do not require the publication of a prospectus pursuant to Article 3 of the Prospectus Directive. These circumstances may include:

- 1) Offers to Qualified Investors (as defined in the Prospectus Directive); or
- 2) Offers of Notes where the minimum consideration per separate offer is at least Euro 50,000

You are strongly advised to seek appropriate legal advice before attempting to make any offer. In investing in the Notes you represent to Lehman Brothers that you do not intend to make an offer which will breach the Prospectus Directive, or cause Lehman Brothers or the issuer to be in breach of the Prospectus Directive.

US Selling Restriction: The Certificates have not been nor will be registered under the U.S. Securities Act of 1933 (as amended) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except as permitted by Regulation S or Rule 144A under such Securities Act.

General Selling Restriction: Each purchaser of Notes must observe all applicable laws and regulations in any jurisdiction in which it may offer, sell, or deliver the Notes and it may not, directly or indirectly, offer, sell, resell, reoffer or deliver any Notes except under circumstances that will result, to the best of its knowledge and belief, in compliance with all applicable laws and regulations.

Form

The Notes will be represented by a temporary global Note in bearer form which is exchangeable for interests in a permanent global Note in bearer form.

Governing Law

English Law

Documentation

This term sheet must be read in conjunction with the issuer's applicable EMTN Programme Prospectus/Offering Circular, as well as the corresponding Pricing Supplement /Final terms for this specific issue of Notes.

Secondary Market Making

Under normal market conditions, Lehman Brothers International (Europe) will make a secondary market in the Notes with a bid-ask spread no larger than 1.0%.

Indicative Prices

Under normal market conditions, indicative prices of the Notes for information purposes only with a bid-ask spread of no larger than 1% will be published by Lehman Brothers International (Europe) on Bloomberg (Page LBFA). Indicative Price does not constitute a firm price which is capable of acceptance and may differ from any price quoted by Lehman Brothers International (Europe) or by any other third party when making a secondary market in the Notes.

Security Identifiers

ISIN
XS0291181141

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2977658

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Disclaimers:

This term sheet and the issue of the Notes are subject to obtaining the relevant index licenses and the terms and restrictions thereunder.

THE DOW JONES EURO STOXX 50 AND THE RELATED TRADE MARKS HAVE BEEN LICENSED FOR USE BY LEHMAN BROTHERS. THE NOTES ARE NOT SPONSORED OR PROMOTED BY STOXX LIMITED OR DOW JONES & COMPANY, INC.

THE DOW JONES EURO STOXX SELECT OMBUND 30 AND THE RELATED TRADE MARKS HAVE BEEN LICENSED FOR USE BY LEHMAN BROTHERS. THE NOTES ARE NOT SPONSORED OR PROMOTED BY STOXX LIMITED OR DOW JONES & COMPANY, INC.

Lehman Brothers International (Europe) vous informe:

* que l'opération ne donne pas lieu à un prospectus ou une documentation financière soumis au visa de l'Autorité des Marchés Financiers;

* que vous ne pouvez participer à cette opération que pour compte propre dans les conditions fixées dans les Articles D 411-1, D 411-2, D 734-1, D 734-1 et D 764-1 du Code Monétaire et Financier

* que la diffusion, directe ou indirecte, dans le public des instruments financiers ainsi acquis, ne peut être réalisée que dans les conditions prévues aux articles L 411-1, L 411-2, L 412-1 et L 621-3 à L 621-6-3 du Code Monétaire et Financier.

This term sheet is indicative only if so specified, in which case this term sheet will be subject to change without notice and no assurance is given that any transaction on the terms indicated can or will be arranged or agreed. Information other than economic terms (including market data and statistical information) has been obtained from various sources we consider reliable but we do not represent that it is complete or accurate and it should not be relied upon as such. Any analysis presented herein that indicates a range of outcomes that may result from changes in market parameters is not comprehensive, is not intended to suggest that any outcome is more likely than another and may have been derived using Lehman Brothers proprietary models, historic data and subjective interpretation. This term sheet does not constitute an offer or an agreement, or a solicitation of an offer or an agreement, to enter into any transaction. This term sheet must be read in conjunction with the prospectus, offering circular or other offer document relating to the transaction referred to herein (the "Related Documentation"). This term sheet supersedes any prior versions hereof and, if this term sheet is indicative, will be deemed to be superseded by any subsequent versions hereof and, with respect to any transaction described therein, by the Related Documentation. Transactions of the sort described herein contain complex financial characteristics and risk factors. Before entering into any transaction, you should consider the suitability of the transaction in light of your particular circumstances and independently review (with your professional advisers as necessary) the: (i) specific financial risks as well as the legal, regulatory, credit, tax and accounting consequences of entering into such transaction; and (ii) any information, warnings, risk disclosures and other matters disclosed in the Related Documentation. In entering into the transaction, the counterparty is deemed to represent to Lehman Brothers that it has obtained such professional advice as it deemed necessary and that it entered into the transaction for legitimate commercial and business reasons.

Any securities mentioned in this term sheet will not be registered under the U.S. Securities Act of 1933, as amended (the "Act"), and will not be offered or sold in the United States or for the account or benefit of "U.S. persons" within the meaning of Regulation S under the Act, except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the Act. Accordingly, this term sheet is being provided only to persons who are: (i) "qualified institutional buyers" within the meaning of Rule 144A under the Act; or (ii) not "U.S. persons" within the meaning of Regulation S under the Act. By accepting the delivery of this term sheet, the recipient warrants and acknowledges that it falls within the category of persons under (i) or (ii). No representation can be made as to the availability of the exemption provided by Rule 144A under the Act for re-sales of the securities mentioned in this term sheet.

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160 Le Président-Directeur Général

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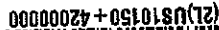
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Annex 1

I	Index	Bloomberg Code	Related Exchange	Index Sponsor	Index
1	Dow Jones Euro STOXX Select Dividend 30	SD3E	EUREX	Stoxx Ltd	3417.81
2	Dow Jones Euro STOXX 50	SX5E	EUREX	Stoxx Ltd	4086.78

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p/b Le Président-Directeur Général





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